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ABSTRACT

The United Faculty (UF), representing instructors at Diablo Valley College (DVC), has failed to recognize the special problems of collective bargaining in the academic setting and has instead employed a muscular unionism which limits dialog among teachers, administrators, and trustees. This failure is reflected in current collective bargaining activities at DVC in which the UF, through its newsletter and the acquiescence of an intimidated administration, deprived union membership of a knowledge of all salary options being considered. Specifically, the UF held an election based on a 12% across the board salary agreement but failed to inform members of another option involving a 10% increase and a 19th step superannuation. In addition, faculty members who tried to expose this suppression were maligned by the UF, and administrators would not publically admit the availability of the second salary option. Such actions reveal the totalitarian nature of the UF board, whose members operate behind closed doors and thus avoid rank and file scrutiny. Although faculty unions may yet play a positive role, the present climate and uncommunicative rule only hinders the ability of administrators and instructors to provide quality education and develop public support. (JP)

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OUR OWN TRUE WATERGATE

Dick Worthen

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OUR OWN TRUE WATERGATE
by Dick Worthen

In my opinion there follows this foreword the description of a set of events that all fair-minded members of this district (certainly the members of the UF) should know and should want to know about. I am printing it at my own expense because that is currently the only means available to those who have been unfairly maligned by the one district-wide publication in which the evolution of our collective bargaining can be discussed. And it is one that does not provide for dialogue; rather it is a propaganda instrument for the UF Executive Board.

We created an independent union in this district to avoid dictation by an outside union. Ironically, we are being directed now by a union methodically shaped to fulfill the traditional blueprint for unions developed in industry, with little recognition that to develop a viable union in an academic setting—one that preserves the essentials of academia—is to engage a very different set of circumstances and assumptions than traditional unions are guided by. Yet it seems clear from the tactics of the leadership and the content of *Table Talk* that the blueprint is finished in its outlines and the property of a few to be communicated to the many. It is not to be developed through genuine faculty dialogue; it is to be shaped by a highly secretive power game conducted within the executive board. The resulting attitude invites self-fulfillment of the adversary's image in the worst form.

The president of the UF has described me and others as well-known anti-unionists still wanting to live in a world of apple pie and mother. This is cute but false, hardly a substitute for serious dialogue that deals with the question of how, or if, we can have a union and still conduct open public education that is professional, as free as the cultural circumstances allow, and democratic internally. Such an arrangement, of course, would concede that management must continue to be a party to the professional and academic thrust even while they would be by the rules of the new game the adversary in other matters. This implies a good deal of open communication; whereas the UF wants to spoon-feed us. Further, should we decide unionism is unworkable or too costly of other values, it is possible to de-certify and start over. It need not be heresy to recognize and suggest alternatives unless you are wedded to the dogma of the private blueprint.

And finally, it just seems undeniable that the schools during the next decade will be bearing the brunt of a financial squeeze. Teachers, administrators and trustees will need to learn to live together with mutual respect and much more open communication, locally and statewide, setting aside the old paranoias and downplaying the new ones developed out of CB in a protracted effort to turn the statewide financial picture around. This seems both predictable and inevitable, and the development of muscular unionism may be far from helpful since a heavy show of the forms of power may be the least likely means of developing public support. You may be inclined to quarrel with these suggestions but you can hardly say they ought not be discussed. I think, however, the current UF board does not want such discussions to occur.

Would such cooperation on fiscal, professional and political matters mean there would be no abrasive moments or open recognition of some competitive aims? That is hardly likely. Does it mean no union?

Not necessarily, but it does mean that the present climate of dirty tricks (see the following) and uncommunicative rule is a luxury none of us can afford, not in the long haul. We need a vehicle of expression which allows us, all of us, to participate in a dialogue that can affect our evolving future. I hope you will read on and I believe you will then agree that our current "arrangement" is quietly taking us down a path that few of us actually want to travel to its ultimate destination.

When we returned to work in September the first issue of *Table Talk* had an article entitled "Unfair Labor Action Settled" ending with these words, "As we see it, the contradiction is a problem for Worthen and the other petition signers. As far as the UF is concerned, the matter is closed." In effect it called us liars with a gold star for me. How do you respond to an article that has twisted the real issue, **that of suppressed information**, into the question, "Did or did not someone say there was an 11 per cent offer made by the board?"

The keystone of the *Table Talk* article is this quotation from a statement signed by the Chancellor and the board's attorney, Ronald Glick:

> I have investigated the matter and the results of my investigation indicate that neither the Vice Chancellor, the Chancellor, the President of Diablo Valley College, nor the negotiator **told** [my emphasis] anyone that the district had offered 11 per cent plus 1 superannuated step.

That, of course, makes it all hang on the question, "Did any of those high-level administrators [hereafter, except for the Chancellor, referred to as HLAs] 'tell' any instructor that one of the options was '11 per cent plus . . .'?" Not were they asked and did they say, "Yes, that's the way I heard it," **as two of them did.** Not did they "affirm" the 11 per cent rather than positively and aggressively **tell** anyone that one option was suppressed by the UF Executive Board. There was no recognition that the suppressed option was general knowledge around the DVC campus—and I don't doubt on the other campuses at the time that the two HLAs were asked. There was no recognition either that the erroneous figure of 11 per cent or the actual one of 10 per cent didn't make an iota of difference if the charges were unfair labor practices by divulging forbidden information. There was no recognition that the suppression of the choice was an organizational decision made because, as one UF board member said, "It was too controversial." (Some LMC board members, we were told, insisted that their teachers might bolt the organization if the other option were voted in by the membership; this, in their words, making it another "old man's contract.") All this suggests contract by blackmail rather than contract by democratic consensus.

Why the big deal about the 11 per cent figure? One explanation is that some UF officers had to strike out against mavericks, their version of unionism calling for silent conformity, "teamwork," acceptance of the dogma that management is always out to screw the teacher and myopically repressive of good education; and that he who deviates from that line should be punished. The greatest sin of all is to propose a petition to protest such dogma. However, this being the hidden agenda which cannot surface to be argued as a public issue, the union chooses to niggle over whether someone said 10 per cent or 11 per cent and to suggest that some grave deception has been committed by the petitioners.

Shortly after that issue of *Table Talk* came out I was talking on the phone with an old friend about that puzzling document of settlement. "Why," I asked, "did management cave in instead of making the point that there was no information volunteered, only affirmation made? Instead of dwelling dishonestly on the point that administration didn't aggressively **tell**, why didn't management point out that the information had already been generously leaked by the UF board itself? Why didn't they hang tough and make the point that the union grievance procedure can't be used to tyrannize out of existence all communication on professional matters between teachers and administrators? Why the awful, gutless timidity? Why cave in on what is basically a civil rights issue? They could have won and perhaps helped establish a precedent that might define the limits of CB's domination of the communication process in academia."

There was a long pause, then my friend said, "Maybe they got together on the statement to get out of a bad situation."

"A sweetheart arrangement?" I asked. "That's hard to believe."

"Not too hard," he said, "and I think I could make a call and find out."

The next day he called me and said, "The two

lawyers got together and wrote it up." I believe him and I believe he had hit upon the truth in that phone call. It dovetails neatly with the following sent me by Jerry Becker, PERB officer:

SF-CE-393 78/79

The parties of the above charges request it be held in abeyance pending final settlement.

(signed) Craig Randall, for the charging party
Ronald A. Glick, for the respondent

Other material sent me by PERB was to confirm that the document in *Table Talk* was the settlement.

It did not prove easy to get the facts. The Chancellor ignored my requests for some time before he informed me that there was some question as to the legality of making available to me the charges, responses, nature of the meetings, etc. Bill Harlan's first response to the same questions was that I wasn't a party to the charges and so had no right to the information I requested.* Later (on advice of the union attorney, I suspect) Harlan gave me first the entire document of accommodation, only part of which had been printed in *Table Talk*, then later agreed to let me read the charges. Neither the Chancellor nor the UF president were, I'd say, readily and politely forthcoming—as might be expected under the circumstances.

However, by this time I had already decided to go to PERB. I sent a packet of material to Jerry Becker, including the *Table Talk* article, the responses to it in the *Forum*, and a letter describing what had happened, as I saw it. A few days later I talked to him on the phone. He expressed surprise that a settlement had been reached, puzzlement that he hadn't received a report and a copy of the settlement, and volunteered that my packet of information had put the case in a quite different perspective for him. There never had been a hearing, by the way.

What was the nature of the complaint? It included an unfinished version of the petition five of us had contemplated circulating, clearly a *ms* in the making **that never was circulated.** By the time the 10 per cent/11 per cent matter had been cleared up, it was too late to be effective and Tom Crooks and I sent copies of the following to all who had seen the *ms*. I also sent a copy to one HLA who had admitted he had been wrong on the figure:

> Justifiably, you are no doubt wondering what has happened to the statement you signed. We apologize and recognize that we owe you an explanation. The statement on the option of an 11 per cent increase plus the 19th step in superannuation was not correct. It was 10 per cent with the 19th step. We think that this is still a better option than 12 per cent across the board and that the principle involving the teachers' right to **know** the options is unchanged. However, we did not feel it was proper to make changes in a statement you signed and agreed to have made public.
>
> We were told by two administrators (when we asked for the information) that the offer was 11 per cent with superannuation. Further inquiries revealed that the administrators had given us erroneous information. The administrators expressed regrets. Had we been allowed by the UF to know about the details of the choice, the confusion would never have arisen . . . .
>
> [Note that this was sent out before the yes/no vote on the 12 per cent raise.]

The stolen, unfinished "petition," **never released,** was the basis for the charges, along with the statement of an instructor to Bill Harlan that I had told him I had my information about the second offer from an HLA. I had made it clear that the information was given in confidence and that I was revealing it to him because he was so concerned, seemingly unable to believe that the UF had suppressed one choice. He told me later that Harlan had bullied him into telling what he knew. Later he was to tell me resentfully that Harlan had bawled him out for sharing with me some information he had assembled on salary. Harlan told him that **that information belonged to the UF, not to one of the members—me.**

So the basis for filing the complaint with PERB for leaking information to unauthorized instructors was a purloined document never released and a **secondhand** statement not confirmed—both irrelevant since UF officers themselves had spilled the information previously. Small wonder that the union cooperated with someone in management in a document of accommodation to put an end to the matter and a disgrace that management should manufacture a public lie as the instrument for taking themselves and the UF off the hook. Both are clearly guilty of unacceptable conduct.

The documents sent by PERB and other informa-

*You should read the charges; and incidentally, any of you is welcome to read all documents mentioned here and others.

tion I received made it clear that we had our own little in-house Watergate. I talked to those involved and acquired additional documents, which follow.

Tom Crooks issued this statement which he confirmed unequivocally at a meeting to be described:

To whom it may concern:

. . . The UF was only telling us about the 12 per cent [offer] so I called _____[HLA #2, my deletion] to verify that information. He told me that 1) he was not in the negotiations and 2) he had heard the same thing. I then agreed we should draw up a petition. The next day when we got ready to circulate the petition I heard it was 10 per cent plus step 19 so I went to Bill Harlan. He said it was 10 per cent, so I went back to [HLA #2]. He said he had now learned that the offer with the 19th step was 10 per cent—not 11 per cent—and apologized for the error. We then did not circulate the petition because of the error, since it was too close to the time of the vote for the petition to do any good if we tried to get a corrected copy . . . .

(signed) Tom Crooks

The following was issued by the five whose names appeared on the purloined "petition" used in the UF's charges:

I was presented the draft of a protest against the UF's not informing the membership of the option of two salary choices offered by management and a call for more open and democratic conducting of the union. I agreed to have my name appended to the document when circulated to the faculties if it was decided to circulate it.

The document was never circulated and I received the following explanation from Tom Crooks and Dick Worthen:

[There followed the statement by Tom and me that appeared earlier.]

I had three meetings with the Chancellor. At the first I presented him with all the above documents plus a chronology of events and a copy of my letter to PERB. He was clearly disturbed, saying that Ronald Glick had asked the HLAs and they had indicated they did not tell any instructor there was an 11 per cent offer. When it was pointed out that the document appeared to be a legalistic hairsplitter, that while administrators didn't aggressively **tell**, they affirmed when asked, he seemed puzzled and ill at ease. The document was clearly, as it seemed to me, devised to tell a legalistic truth but communicate to the average faculty reader a bald untruth. The Chancellor conceded that if the two HLAs had not told the truth a letter to the faculty disavowing the document was called for. He said we must all meet and talk it out.

We all did meet, the Chancellor, the two HLAs, Ronald Glick, Tom Crooks and I. It was a leaderless confabulating session in which the two administrators denied outright that they had confirmed the 11 per cent figure. (Both **had** with me and I am ready to swear to it.) You have read Tom Crooks' statement. He confirmed it absolutely in the meeting. The lawyer threatened me with legal action if I did not watch my language. The Chancellor as the presiding officer brought no focus or resolution to the matter. (One helpful semi-resolution could have been recognizing that it was clear one party or the other was lying.) I must say that I thought at the time he saw lack of resolution as a means of ending the affair. I didn't accept it as the end of the matter, as I indicated at the end of the meeting, and I later detailed my feelings in a letter to him. The matter rested there for two weeks or more and then I received a phone call from the Chancellor suggesting that he and I meet and talk about my concerns.

I have to say that I now believe that in one sense the Chancellor was victimized—partly by his own heavy predisposition to be impeccably legalistic. This, I fear, breeds myopia on the larger issues. I am not here saying, either, that the two HLAs were not victims. They, I insist, answered an honest and not a subversive question in good faith. Their mistake was to trap themselves in their own dissembling document. All of them, especially the lawyer, created an awkward situation never expected or intended by any one of us in trying to abolish the irritant (the UF's hokey charge) on the wrong grounds. I believe the lawyers recommended an expedient and dissimulating solution which allowed both parties to back away from a phony non-issue which put a handful of teachers, not UF fans, in the meatgrinder and gave the UF Executive Board a stick to beat the dogs with. I doubt if management expected the document to be used for that purpose. The honorable solution would have been to contest the phony charges. Instead management and the union chose to be clever, to concoct a half-truth and fob it off as the truth.

Who is the villain in the piece? My candidate is CB as

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we have chosen to implement it. We, all of us, are just the best we have. We have our differences but this is no substandard district and its personnel are by no means substandard, and we've done good work together, some of us for more than 25 years. We have built some decent traditions together and our trustees have had a major and supportive role in all this.

Why are we now disembowelling one another? Who will benefit from the stepped-up adversarial relationship, dirty tricks, a thick contract that gets us into bargaining for petty advantages in the mode of true sons and daughters of affluence in pursuit of "want-it-all" privileges. We are first of all educators and we should be settling such matters as load and calendar, not by power and numbers, but by rational dialogue within the framework of a genuine collegial Academic Senate that is not an appendage of the UF. The president of the UF should not be telling the members of a department, as he did, that the department is no longer the arena for formulating its attitude toward load changes, so we should take these matters up with the resident shop foreman. We don't really want—I believe—to have a UF spokesman and management's lawyer—two people—in a position to be bartering load for dollars when neither have the knowledge and background to deal with such issues. **It doesn't matter whether or not we are actually at this time tearing up our academic tradition; we are now fully set up for it.**

It has been pointed out that the law regulating conditions of bargaining at U.C. has profited greatly from the mistakes we are making right now. The law specifically delineates the division between functions of the Academic Senate and functions of the union, making it almost impossible for a mindless, automatic cannibalism to devour the Senates or emasculate their collegial functions:

> "Scope of representation" means and is limited to wages, hours of employment, and other terms and conditions of employment.

In its earliest negotiations your union rejected this sensible and professional limitation **without even consulting you**. Certainly it was both a general principle and an Academic Senate matter to be fully discussed. The U.C. provision allows the Academic Senate alone to decide on the scope of representation. Any change would involve a conscious and widely-debated act of the faculty.

Oh, yes, the third meeting with the Chancellor. We spent over two hours discussing what I would call the mishandling of the issue raised by the union. The Chancellor is a thoughtful, informed, and a careful man, possibly a man who would rather agonize than act in a situation like the one I was to present him with. At the end I asked him if he could entertain the possibility that the document of settlement reflected more communication with the union and more conscious adjustment and design than he had at first thought when he put his name on it. I got no direct answer, but I believe he does now have some misgivings and doubts.

I then asked him if he did not have some doubts about whether or not the HLAs had affirmed the 11 per cent offer. Either they were telling the truth or Tom and I were. It was a hard question. I asked it twice, then realizing I wasn't going to get an answer, I said, "If you do have doubts then it's only fair to write the faculty a memo that goes something like this:

> With a newly-acquired perspective, I now think the document of settlement may not have been an adequate statement of the case and I regret that it was used by the UF to discredit some of their fellow instructors."

He paused a moment, then said, "I'll have to think about that one."

When we parted I said, "I intend to write this up and I'll do my best to be fair."

"I know," he said.

"I'll be waiting to hear from you," I said. We shook hands. I had to like him.

Later he was to call me and say that he felt he could not write the letter. I responded, with carbons to the two HLAs, commenting on what I called a sliding scale of justice.

What does one make of all this? It seems clear that:

1) There were no genuine grounds for grievance.

2) Management, with a compulsion to be impeccablyand absolutely proper legalistically, could not risk a pea in the interest of truth and the long-term integrity of district communication. Instead it had to "show" that management was not wrong—a quite different matter from contending nothing improper had happened. (Incidentally, I called Jerry Becker during Christmas vacation and asked him what would be the consequences, given the worst possible scenario from management's point of view, of an outright loss of the

grievance procedure. He said a letter would be sent, in effect, saying, "Please don't do that again.")

3) The lawyers, there to furnish a way out of an uncomfortable situation, composed the document of settlement calculated to be legalistically "true." (The HLAs didn't **tell**; they affirmed.) It is a statement fashioned to imply to the average reader that there had been no exchange between two HLAs and two instructors, but read legalistically it does not say that at all. It says they didn't **volunteer** the information.

4) The Union President (and who else?) took that hairsplitter, put it in a different and deceptive context and used the UF's *Table Talk* (the only means of communication on such matters to **all** teachers) to call several of us liars by implication. (I was told, incidentally, by a friend who had talked to several UF board members that none of **them** believe the document; i.e., believe that those HLAs didn't tell Tom and me that one offer was 11 per cent.)

5) The ordinarily reasonably decent relations between teachers and administrators (colleagues?) is not strong enough to weather the pressures that develop when the adversarial relationship is put front and center as the sole mode of all decision-making. In other words, the old traditions and values thought to be integral to the school; i.e., truth, reason, fairness, respect for probability, a democracy of the mind; these apparently cannot escape the corrupting influence of CB. But let no one tell the Emperor (that new composite of management and union) he is naked, else the tattletale will be crushed by a collaboration to keep the power game exclusive and carefully managed, and clean in the most sterile and legal sense.

The UF has created an organ to pump out biased half-truths pleasing to the president, the editor, the executive board and the conforming members of the union. It has used that organ to attack non-conforming members of the union and faculty. The pages of that organ are not available for response to such attacks. This is an intolerable domination of the communication within an institution on matters too crucial to be presented only in terms of the narrow self-interest of the executive board. It is a shameful innovation in an institution that supposedly derives its health from the clash of conflicting ideas.

If there is a means of conducting CB in a free institution of learning, the procedures described above are not those. They are anti-freedom and anti-communication. The UF was formed to avoid domination by a monolithic outside group. It then proceeded from its inception to deprive the membership of the knowledge that management had at the outset proposed that bargaining be confined in scope to salary and finge benefits, leaving other matters to be carried out as usual through the FSCC. Now it has held an election on the current salary agreement depriving the membership of the knowledge of another option, 10 per cent plus a 19th step in superannuation.

Having been found out in this manipulation of the membership, it then offered a phony argument based on a **one-year** projection of the 10 per cent figure. This, of course, is a skewed and hardly honest or respectable analysis and so the issue is **not** now a closed one as the UF said so fervently in *Table Talk*.

In each case one can say the UF board members have decided that their personal view of the UF, its goals and its future, are too precious and sophisticated to be shared openly (and with the accompanying risk of a change by the membership of the board's private blueprint for CB's future in this district).

I am pleased to put out my own money to get some essential truth before the faculty, in one sense only. In another, I think you who read this know it's wrong to tolerate the use of the only district-wide news organ that can discuss the evolution of CB in this district as the narrow instrument of the headlong, righteous and privatistic members of the executive board. It's a little too totalitarian for this country, this culture, this district, these schools.

Now in all fairness to you three, Bill Harlan, the editor of *Table Talk*, and members of the executive board of the UF, don't you owe it to one of your members and other colleagues who have been unfairly maligned by your monopolistic publication to retract the heavy implication that I and others lied. Wasn't it unwise to base such charges on that highly-questionable and narrow document, focusing dishonestly on the niggle over 11 per cent? Isn't it highly, highly probable that the document is in error? Surely you don't want to malign colleagues on the basis of such flimsy stuff, now do you? Surely not right after St. Valentine's Day. After all, they were only trying to get at the truth that you had agreed in your private discussion to suppress. I will leave it as you left it in your article in *Table Talk*: It's up to you to prove that you have not been party to a lie that maligns unjustly several of your colleagues and at least one of your fellow union members—me. Let's see if you have the grace to admit that you were off base, careless with the honor of others, and secretive of matters that the membership had a right to know.

P.S. I would be interested in hearing from anyone who would consider developing a district-wide publication that allows us to truly exchange views on these and other matters of concern to all of us.